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~~Great Brit. - George III~~

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For rendering valid and effectual certain Articles of Agreement, bearing Date the Twenty first Day of *July* One thousand Seven hundred and Seventy, made between *Frances Countess Dowager of Londonderry, Philip Earl Stanhope*, and others, and for vesting several Manors, Lands and Hereditaments in the Counties of *Devon* and *Wilts*, in Trustees, for the Purposes in the Act mentioned.

Whereas by Articles of Agreement bearing Date on or about the Ninth Day of *March*, One thousand Seven hundred and Sixteen, made previous to the Marriage of Colonel *Thomas Pitt*, afterwards Earl of *Londonderry* in the Kingdom of *Ireland*, since deceased, with *Frances now Countess Dowager of Londonderry*, then Lady *Frances Ridgeway*, and made or mentioned to be made, between the Honourable *Thomas Pitt of Old Sarum* in the County of *Wilts* Esquire, Governor of *Jamaica*, and the said *Thomas late Earl of Londonderry* by his then Name and Description of Colonel *Thomas Pitt* Esquire, Second Son of the said *Thomas Pitt* the Father of the first Part; the Right Honourable *Lucy then Countess of Londonderry* since deceased, by the Name and Description of the Right Honourable *Lucy Countess*

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tes of *Londonderry*, Widow and Relict of the Right Honourable *Robert late Earl of Londonderry*, in the Kingdom of *Ireland* deceased, and the said *Frances Countess of Londonderry*, by her then Name and Description of the Honourable the Lady *Frances Ridgeway*, one of the Daughters of the said Countess of *Londonderry* by the said Earl of *Londonderry*, of the Second Part; and Sir *William Chapple Knight*, by his then Name and Description of *William Chapple* of the *Middle-Temple London*, Esquire, *William Sloper Esquire*, *Thomas Hutton Esquire*, and *Jasper Blythman Gentleman* of the the Third Part; It was agreed among other Things, that the Sum of Five thousand Pounds, the Portion of the said *Frances Countess of Londonderry*, together with the Sum of Five thousand Pounds to be advanced and paid by the said *Thomas late Earl of Londonderry*, should be laid out in the Purchase of Lands, and settled to the Use of two Trustees, for the Term of Ninety-nine Years, if the said *Thomas late Earl of Londonderry*, and *Frances Countess of Londonderry*, should jointly so long live, upon the Trusts therein mentioned; and after the Determination thereof, to the Use of the said *Thomas late Earl of Londonderry* for Life; Remainder to Trustees to preserve contingent Remainders; Remainder to the Use of the said *Frances Countess of Londonderry* for her Life, in Part of her Jointure, Remainder to the use of Trustees for Five hundred Years, upon the Trusts therein after mentioned, Remainder to the use of the First and other Sons of the said *Thomas late Earl of Londonderry*, and *Frances Countess of Londonderry* in Tail-Male: Remainder to the Use of the Daughters of the said Earl and Countess of *Londonderry*, in Tail General, to take as Tenants in common, with cross Remainders to the Survivors and Survivor of them; Remainder to the Use of the said *Thomas late Earl of Londonderry* and his Heirs: And the said *Thomas late Earl of Londonderry* thereby covenanted with the said Trustees, that if the said two several Sums of Five thousand Pounds should not be sufficient to purchase a real Estate of Five hundred Pounds a Year, beyond Reprizes (Publick Taxes excepted,) to advance and pay such further Sum as should be requisite for that Purpose, but the said *Thomas late Earl of Londonderry* was not to make good any Deficiency that might happen in respect to the Five-thousand Pounds Portion of the said *Frances Countess of Londonderry*: And it was thereby declared, that until such Purchase should be made, the Interest of the Money was to be paid to the Persons intitled to the Rents of the Lands to be purchased, and the said *Thomas Pitt Father* of the said Colonel *Thomas Pitt*, afterwards Earl of *Londonderry*, thereby covenant-
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ed to settle and convey with all convenient Speed, the Manors of *Woodyates* and *Guffage St. Andrew* in *Dorsetshire*, and other the Manors, Hereditaments, and Premises therein mentioned, to the use of the said *Thomas* late Earl of *Londonderry* for his Life, without Impeachment of Waste; Remainder to Trustees to preserve contingent Remainders, Remainder to the use of the said *Frances* Countess of *Londonderry* for her Life, in further part of her Jointure, Remainder to Trustees for Five hundred Years upon the Trusts therein after declared, Remainder to the First and other Sons of the said *Thomas* late Earl of *Londonderry*, by the said *Frances* Countess of *Londonderry* in Tail-Male, with Remainder to the First and other Sons of the said late Earl by any after taken Wife successively in Tail-Male, with Remainder to the said Governor *Thomas Pitt*, his Heirs and Assigns; and the said Governor *Thomas Pitt* thereby covenanted to pay to the Trustees therein named Ten thousand Pounds, within Three Months next after Sale of the great Diamond therein mentioned, and that his Executors should in three Months after his Death pay them Ten thousand Pounds more, upon the Trusts therein after mentioned; And it was thereby declared and agreed, that the said two Sums of Ten Thousand Pounds, and Ten Thousand Pounds, should with all convenient Speed after the same should be respectively paid, be laid out in the Purchase of Lands to be settled to the Use of the said *Thomas* late Earl of *Londonderry*, for his Life, with Remainder to Trustees to preserve contingent Remainders, Remainder as to such Part of the said Lands as should be first purchased, by and with either of the said last mentioned Sums, as should be of the clear yearly Value of Two Hundred Pounds beyond Reprizes, (Public Taxes excepted) to the Use of the said *Frances* Countess of *Londonderry*, for her Life, in further Part of her Jointure, without Impeachment of Waste, Remainder as to all the said Premises as and when the Uses therein before agreed to be limited should respectively determine, to the Use of Trustees, for the Term of Five hundred Years, upon the Trusts therein after mentioned, Remainder to the first and other Sons of the said *Thomas* late Earl of *Londonderry*, and *Frances* Countess of *Londonderry*, in Tail Male, Remainder to the first and other Sons of the said *Thomas* late Earl of *Londonderry*, by any after taken Wife in Tail Male, Remainder to the said *Thomas Pitt*, Governor of *Jamaica*, and his Heirs; and the said *Lucy*, then Countess Dowager of *Londonderry*, thereby covenanted to settle a Freehold Estate in *Yorkshire*, to the Use of her the said *Lucy* late Countess Dowager of *Londonderry*, for her Life, Remainder to Trustees for Two hundred Years, upon Trust to pay Two thousand Pounds, as the said *Lucy* Countess Dowager of *Londonderry* should

should appoint, and in Default of Appointment, to her Executors or Administrators with Interest for the same, from the End of Three Months next after the Decease of the said *Lucy Countess of Londonderry*, and the Charges of the said Trustees relating thereto, Remainder to the said *Thomas*, late Earl of *Londonderry*, for his Life, Remainder to Trustees to support contingent Remainders, Remainder to the said *Frances Countess of Londonderry*, for her Life, in full of her Jointure and Bar of Dower, Remainder to Trustees for Five hundred Years on the Trusts therein after declared, Remainder to the first and other Sons of the said *Thomas* late Earl of *Londonderry*, and *Frances Countess of Londonderry*, in Tail Male, Remainder to the Daughters of the said *Thomas* late Earl of *Londonderry*, and *Frances Countess of Londonderry*, and the Heirs of their Bodies, as Tenants in common, Remainder to the said *Thomas*, late Earl of *Londonderry* and his Heirs; and the said *Lucy* late Countess of *Londonderry* thereby also covenanted to convey Two Estates in *Yorkshire*, held under Freehold Leases for Lives, to the Uses therein mentioned: And the said several Terms of Five hundred Years were agreed to be upon Trust for raising Portions for younger Children, (that is to say) if there should be Issue of the said Marriage, but one Younger Child, the Sum of Five Thousand Pounds, and if Two or more younger Children, the Sum of Ten Thousand Pounds, equally between them, payable to the Sons at the Age of Twenty One Years, and to the Daughters at the Age of Eighteen Years, or Marriage, and also upon Trust to pay such Sums of Money for the Maintenance of such younger Children from the Death of the said *Thomas* late Earl of *Londonderry*, as the Interest of their Portions amounted to, at Four Pound *per Cent.*

And whereas, the said Governor *Thomas Pitt*, by his last Will bearing Date the Eighteenth Day of *July*, One Thousand Seven hundred and Twenty one, reciting that by the said Articles of Agreement of the Ninth Day of *March*, One Thousand Seven hundred and Sixteen, he had covenanted with the Trustees named therein to pay Two several Sums of Ten Thousand Pounds, and Ten Thousand Pounds, which were to be invested in the Purchase of Lands to be settled to the Uses therein expressed, and that he the said Testator had then paid both the said Sums to the said *Thomas*, late Earl of *Londonderry*, the said Testator confirmed the said Agreement, and desired the said Articles might be performed, and appointed the said *Thomas* late Earl of *Londonderry*, *Charles Cholmondeley Esquire*, and *Sir William Chapple*, Executors and Trustees of his said Will, and directed that if any of them should be indebted

indebted to him at his Death, they should respectively be answerable to his Estate for the same.

And whereas, The said Governor *Thomas Pitt*, departed this Life on or about the Twentieth Day of *April*, One thousand Seven hundred and Twenty-six, without revoking or altering his said Will, and after his Death the said *Thomas* late Earl of *Londonderry*, and *Charles Cholmondeley*, proved the said Will, in the Prerogative Court of the Archbishop of *Canterbury*,

And whereas, The said *Thomas* late Earl of *Londonderry*, died at Saint *Christophers*, in the *Leeward Islands*, in or about the Month of *September* One thousand Seven hundred and Twenty-nine, leaving Issue of his Body, by the said *Frances Countess of Londonderry*, three Children, (that is to say,) *Thomas* commonly called *Lord Galen*, his eldest Son, who upon his Father's Death became Earl of *Londonderry*, and afterwards died an Infant and unmarried; and two younger Children, (that is to say,) *Ridgeway Pitt*, who on his Brother's Death became Earl of *Londonderry*, and is since dead unmarried, and *Lady Lucy*, (who afterwards intermarried with *Pearce Meyrick*, Esquire, since deceased) his Daughter, and no other Issue.

And whereas, The said *Thomas* Earl of *Londonderry*, the Father, before he left *England*, duly made and published his Last Will and Testament in Writing, bearing Date the nineteenth Day of *February* One thousand Seven hundred and Twenty-seven, and thereby charged, All his Real and Personal Estate with the Payment of his Debts and Legacies, and gave to the said *Ridgeway* last Earl of *Londonderry*, at his Age of Twenty one, if his the said Testator's eldest Son, or any Issue Male of his said eldest Son should be then living, so much as together with the Provision or Portion secured or provided for him by the said Marriage Articles, and a Legacy of One Thousand Pounds, given him by the Will of the said Testator's said late Father *Thomas Pitt*, and the Legacy of Two Hundred Pounds given to him, by the Will of the said *Lucy* late Countess of *Londonderry*, and any other Legacies which should be left or given him in the said Testator's Life-time, should amount to the Sum of Ten Thousand Pounds in the whole, it being his the said Testator's Will and Desire, that his Portion should be augmented to the Sum of Ten Thousand Pounds and no more; and he also gave in like Manner, to

This Daughter the said *Lady Lucy*, so much Money as, together with the Provision or Portion secured or provided for her by the said recited Marriage Articles, and the like Legacies of One Thousand Pounds, and Two Hundred Pounds, given to her by the said Wills of the said *Thomas Pitt* and *Lucy* late Countess of *Londonderry*, and any other Legacies that should be left or given to her in the said Testator's Life-time, should amount to Ten Thousand Pounds in the whole, it being his Will and Desire, that his said Daughter's Fortune or Portion should be likewise augmented to Ten Thousand Pounds and no more; and he the said Testator directed, That the Residue of his Personal Estate, should be invested by his Executors in the Purchase of Lands, Tenements, and Hereditaments, and that the same should be settled and conveyed, so as to be held and enjoyed in the same Manner, and by the same Persons as and to whom he thereby left and devised all his Lands and Real Estate; and he thereby devised all his Lands, Tenements, Hereditaments, and Real Estate, whatsoever and wheresoever, to his said eldest Son *Thomas Lord Galen*, afterwards Earl of *Londonderry*, for his Life; Remainder to Trustees to support contingent Remainders; Remainder to his first and other Sons successively in Tail Male, Remainder to his Son *Ridgeway*, afterwards Earl of *Londonderry* for his Life, Remainder to Trustees to preserve contingent Remainders, Remainder to his first and other Sons successively in Tail Male, Remainder to the said Testator's other Sons successively in Tail Male, Remainder to his Executors therein named, for the Term of One Hundred Years, if his Brother Colonel *John Pitt* should so long live, on the Trusts thereintended; Remainder to the first and other Sons of the said Colonel *John Pitt* successively in Tail Male, Remainder to the Right Honourable *Philip Earl Stanhope*, for his Life; Remainder to Trustees to preserve contingent Remainders, Remainder to his first and other Sons successively in Tail Male, with divers Remainders over; and appointed General *George Wade*, since deceased, the said Sir *William Chapple*, *Charles Cholmondeley*, and *Jasper Blythman*, Esquires, Executors of his said Will; and thereby gave a Power to his Executors to compound with any Persons for Debts due to him, which were likely to be lost by Insolvency.

And whereas the said Sir *William Chapple*, *Charles Cholmondeley*, and *Jasper Blythman*, after the Death of the said *Thomas* late Earl of *Londonderry*, proved the said Will, in the Prerogative Court of the Archbishop of *Canterbury*,

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And whereas, by a Decree, or decretal Order of the High Court of Chancery, bearing Date the Thirty-first Day of July, in the fourth Year of the Reign of his late Majesty King George the Second, and made in a Cause, wherein *Robert Pitt, Thomas Pitt and William Pitt*, were Complainants, and *Charles Cholmondeley, Sir William Chapple, and Jasper Blythman*, Executors of the said *Thomas* late Earl of *Londonderry*, and others were Defendants; it was (amongst other Things) ordered, that an Account should be taken against the said Executors of the said *Thomas* late Earl of *Londonderry*, of what was due from him to the said *Thomas Pitt*, late Governor of *Jamaica*, deceased, at the Time of the Death of the said *Thomas Pitt*.

And whereas, by another Decree, or decretal Order of the High Court of Chancery, dated the Twenty-fourth Day of *November*, One thousand Seven hundred and Forty-six, and made in a Cause wherein *Robert Graham*, Esquire (who had intermarried with the said *Frances Countess of Londonderry*) and the said *Frances Countess of Londonderry* his Wife, were Complainants; and the said *Ridgeway Earl of Londonderry, Charles Cholmondeley Dame Trebaine Chapple*, Executrix of the said *Sir William Chapple*, and several others, were Defendants; and in another Cause, wherein the said *Ridgeway* late Earl of *Londonderry*, was Complainant, and the said *Charles Cholmondeley, Thomas Cholmondeley*, then an Infant, by the said *Charles Cholmondeley* his Guardian, the said *Dame Trebaine Chapple, William Chapple*, Heir at Law of the said *Sir William Chapple, John Cornibwaite, Hutton Perkins, Charles King, and Lucy* his Wife, *Richard Dawson, George Wade, Robert Graham and Frances Countess of Londonderry* his Wife, *Thomas Pitt Esquire*, since deceased, *William Pitt Esquire, George Middleton, George Campbell, Pierce Meyrick and Lady Lucy* his Wife, *Ridgeway Owen Meyrick, and Ann Meyrick* then Infants by the said *Pierce Meyrick* their Guardian, *Owen Meyrick Esquire, the said Philip Earl Stanhope, the Honourable George Stanhope Esquire, Wavel Smith Esquire, John Pitt Esquire, Benjamin Hoare, Henry Hoare, Sir Richard Hoare Knight, Christopher Arnold and Robert Stringer Esquires*, were Defendants; it was decreed, That the said Articles bearing Date the Ninth Day of *March* One thousand Seven hundred and Sixteen, should be specifically performed, and that the Wills of the said Governor *Thomas Pitt, Lucy Countess of Londonderry*, and the said *Thomas Earl of Londonderry* the Father, should be established, and the Trusts thereof performed; and it was declared, That the Sum of Two thousand Pounds agreed

agreed by the said Articles, to be charged on a Term of Two hundred Years, to be created out of the Freehold Estate in *Yorkshire*, in the said Decree, and herein before mentioned for the Benefit of the said *Lucy* late Countess of *Londonderry*, with Interest for the same, after the Rate of Four Pounds *per Cent.* from the End of Three Months after her Death, ought to be considered as Part of the Personal Estate of the said *Thomas* late Earl of *Londonderry* the Father, he standing in the Place of the said *Lucy* late Countess of *Londonderry*, by Virtue of the Account stated and the Agreement entered into between the said *Charles Cholmondeley*, *Jasper Blythman*, and the Earl of *Donnegall*, in the said Decree mentioned; but the Interest of the said Two thousand Pounds accrued after the said *Frances* Countess of *Londonderry* became intitled to the Possession of the said Estate, and which should thereafter become due during her Life, was to be paid and kept down by the said *Robert Graham*, and *Frances* Countess of *Londonderry*, his Wife, and that the Settlement of the said Estate should be made subject thereto; and that the same should be raised by Mortgage or Sale, pursuant to the Trusts of the said Term of Two hundred Years, as the Master should think proper; and it was ordered, That the Leasehold Estates, covenanted by the said *Lucy* Countess of *Londonderry*, to be settled, should be settled accordingly, and the Lease of the Premises held under one of those Leases from the Archbishop of *York* having been renewed, it was declared, That One third Part of the Fine and Charges of Renewal, and also of all future Renewals, during the Life of the said *Frances* Countess of *Londonderry*, ought to be borne by the said *Robert Graham*, and *Frances* Countess of *Londonderry* his Wife, the Tenant for Life of the said Estates, and the other Two thirds to be a Charge upon the Remainder Man, and to be raised or secured on the Residue of the Term which should remain after the Determination of the Estate of the said *Frances* Countess of *Londonderry* therein, and an Account was directed to be taken of the said Fine and Charges of Renewal then already incurred; and as to the said Sums of Five thousand Pounds, and Five thousand Pounds, and Ten thousand Pounds, and Ten thousand Pounds, agreed by the said Articles to be laid out in the Purchase of Lands, It was declared that it appeared that one of the said Sums of Five thousand Pounds was a Debt from the said *Thomas* late Earl of *Londonderry*, the Father, and as to the other three Sums of Five thousand Pounds, Ten thousand Pounds, and Ten thousand Pounds, It appeared that the Sums of One thousand Pounds, One thousand Pounds, and Two hundred and Seventy-two Pounds, Part of

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the said Five thousand Pounds were received by the said *Thomas* late Earl of *Londonderry*, the Father, and that he purchased the Estate mortgaged for the Remainder of the said Sum of Five thousand Pounds, which Mortgage then remained vested in the Representatives of the said *Lucy* late Countess of *Londonderry*, and that the said *Thomas* late Earl of *Londonderry* the Father received of the said Governor *Thomas Pitt* one of the said Sums of Ten thousand Pounds, and that he had since the Death of the said *Thomas Pitt*, as one of his Executors, received or retained out of his Estate the further Sum of Ten thousand Pounds, and that it appeared that the said *Thomas* late Earl of *Londonderry* the Father did secure the Payment of the said Sums of Ten thousand Pounds, and Ten thousand Pounds, by two several Indentures, dated the Twenty-sixth Day of *April*, One thousand Seven hundred and Twenty-eight, the one being by a Term of Ninety-nine Years granted by the said *Thomas* late Earl of *Londonderry*, to the said Sir *William Chapple* and *Charles Cholmondeley*, of Lands in the Counties of *York* and *Dorset*, if he should so long live, and the other being by a Term of Five hundred Years granted by the said *Thomas* late Earl of *Londonderry* to the said Sir *William Chapple* and *Charles Cholmondeley* of other Lands in the said County of *York*, and of all his Lands in the County of *Devon*, and that it also appeared that the said *Thomas* late Earl of *Londonderry* the Father secured the Payment of the said Sums of One thousand Pounds, One thousand Pounds, Two hundred and Seventy-two Pounds, Five thousand Pounds, Ten thousand Pounds, and Ten thousand Pounds, by Indentures of Lease and Re-lease bearing Date respectively the Twenty-fifth and Twenty-sixth Days of *April* One thousand Seven hundred and Twenty-eight, whereby he Assigned the several Securities therein mentioned, to the said Sir *William Chapple* and *Jasper Blythman*; and it was ordered that the said several Sums of Five thousand Pounds, Five thousand Pounds, Ten thousand Pounds, and Ten thousand Pounds should be raised, and the Money due on the said Securities called in for that Purpose, and that the said several principal Sums should be laid out in the purchase of Lands, pursuant to the said Articles and settled to the uses therein declared, so far as the Deaths of Parties would admit; and it was further Ordered, that the said Representatives of the said *Lucy* late Countess of *Londonderry* should Assign the said Mortgage, to attend the Inheritance of the said Mortgaged Premises, purchased by the said *Thomas* late Earl of *Londonderry* the Father as aforesaid, and it was Declared that so much as the said two Sums of Five thousand Pounds, and Five thousand Pounds, should fall short of purchasing a good Fee-simple Estate of the clear Yearly Value of Five hundred Pounds beyond Reprizes (Publick Taxes only excepted)

(excepted) ought to be made good out of the Estate of the said *Thomas* late Earl of *Londonderry* the Father and considered as a Debt charged thereupon by Specialty pursuant to his Covenant, and as to the Interest of the said several Sums of Five thousand Pounds, Five thousand Pounds, Ten thousand Pounds, and Ten thousand Pounds, from the Death of the said *Thomas* late Earl of *Londonderry*, the Father, it was declared that the said *Frances* Countess of *Londonderry*, and the said *Robert Graham* in her Right were intitled to such Interest as the Funds in which the said two Sums of Five thousand Pounds, and Five thousand Pounds, or any Part thereof, were or was invested, produced, and were intitled Yearly from the same Time to so much of the Interest of the said two Sums of Ten thousand Pounds, and Ten thousand Pounds, as was equivalent to the clear Profits and Produce of an Estate in Lands of the clear Yearly value of Two hundred Pounds, beyond Reprizes, publick Taxes only excepted; and that the said *Ridgeway* late Earl of *Londonderry* as Administrator of his Brother the said *Thomas* late Earl of *Londonderry* the Son and in his own Right was intitled to the Surplus Interest of the said two last mentioned Sums from the same Time after first deducting thereout as thereafter is mentioned; and a Question arising, whether the said *Ridgeway* late Earl of *Londonderry*, was intitled to have a Portion of Five thousand Pounds, raised out of the Estate as being a younger Child at the time of his Father's Death, It was declared that according to the Declaration of the Trust of the several Terms of Five hundred Years contained in the said recited Articles he was so intitled, and it was Ordered that an Account should be taken of the Interest of his said Portion of Five thousand Pounds from his Father's Death, at the Rate of Four Pounds per Cent, and also of the Interest of Five thousand Pounds, for the Portion of the said Lady *Lucy Moyrick* from the same Time, at the same Rate, and that what should be found due for such Interest should be paid out of the Interest of the said two Sums of Ten thousand Pounds, and Ten thousand Pounds; and it was further Ordered, that a sufficient Part of what should be found due for such Interest should be applied towards their respective Maintenances as therein mentioned; and it was Ordered that the principal Sums of the said Portions, should be raised by Mortgage or Sale of the several Estates and Funds, Subject to the said several Terms of Five hundred years, mentioned in the said recited Articles of Agreement, and the Master was to apportion how much thereof ought to be raised out of the Estates and Funds, whereof the said *Ridgeway* late Earl of *Londonderry* was Tenant in Tail in Possession, and how much out

of the Estates and Funds whereof he was Tenant in Tail in Remainder expectant on the Jointure Estate of his Mother, and the same was to be raised in such Proportions accordingly, without Prejudice to such Jointure Estate, and the several Accounts of the personal Estate, and of the Rents and Profits of the Real Estate of the said *Thomas* late Earl of *Londonderry* the Father, and of his Debts, Funeral Expences and Legacies, were thereby directed to be taken, and his personal Estate was to be applied in Payment of his Debts, Funeral Expences, and Legacies in a Course of Administration, and the Master was to inquire whether the said *Ridgeway* late Earl of *Londonderry*, had received any Arrears of Rent of the Estates of the said *Thomas* late Earl of *Londonderry* his Father, which became due in his Father's Life-Time, and if he had, the Master was to take an account thereof, and what should be coming on that Account, was to be carried to the Account of the personal Estate of the said *Thomas* late Earl of *Londonderry* the Father, and the Master was to inquire how much the Legacies given to the said Lady *Lucy Meyrick* by her Grandfather, the said Governor *Pitt*, and by her Grandmother the said *Lucy* late Countess of *Londonderry*, together with her Portion of Five thousand Pounds, did amount to at the Time of the Death of her Father, and it was declared that she was to be considered as a Legatee under the Will of her said late Father *Thomas* Earl of *Londonderry* for so much Money as would make up those Provisions to the Amount of Ten thousand Pounds at the Time of her Father's Death; and it was further ordered, that Interest should be computed from that Time, for so much Money as would make up those Provisions to the Amount aforesaid, at the Rate of Four Pounds per Cent. per Annum; and it was ordered, that what should be coming on the Accounts before directed, of what was received by Sir *William Chapple*, should be answerd by Lady *Chapple* his Representative, she having admitted Assets and what should be coming on the Account of what was received by the said *Jasper Blythman*, should be answerd by the Defendants therein named, who were his Representatives, out of his Assets, and if they should not admit Assets, then they were to account before the Master for his personal Estate, and it was ordered that the clear Surplus of the Capital, or principal of the personal Estate of the said *Thomas* late Earl of *Londonderry* the Father, after Payment of his Debts, Funeral Expences, and Legacies, and all just Allowances made thereout, should be laid out in the Purchase of Lands, purfuant to his Will, and that such Lands when purchased,

urchased, should be settled upon such Uses, Trusts, Intents, and Purposes, as are directed by the said Will, so far as the Deaths of Parties would admit, and that in the mean Time, the same should be laid out on Government or real Securities, in the Names of the Trustees, and the Interest and Dividends applied, as the Rents and Profits of the Lands when purchased, ought to be applied; and it was declared, that the said *Ridgeway Earl of Londonderry*, as Administrator to his Brother, and in his own Right, was intitled to the clear Surplus of the Interest, Dividends, and Proceed of the said Personal Estate, accrued from the Time of the Death of the said *Thomas late Earl of Londonderry* the Father, and after all just Allowances made thereout, and did order and decree, that the same should be paid to him; and it was ordered, That the Master should take an Account of what was due from *Lucy late Countess of Londonderry*, at the Time of her Death, to the late Earl and Countess of *Donegal*, and compute Interest on such Part thereof, as carried Interest; and it was declared, That what should be found due on that Account, the Executors and Representatives of the said *Thomas late Earl of Londonderry* the Father, were intitled to, as standing in the Place of the said Earl and Countess of *Donegal*; and it was ordered, That an Account should be taken, of the Personal Estate of the said *Thomas late Earl of Londonderry* the Son, and that the clear Surplus thereof, should be divided into three equal Parts; and it was declared, That one third Part thereof; belonged to the said *Robert Graham*, and *Frances Countess of Londonderry* his Wife, one other third Part to the said *Ridgeway late Earl of Londonderry*, and the remaining third to the said *Peirce Meyrick*, and Lady *Lucy his Wife*, in Right of the said Lady *Lucy Meyrick*.

And whereas, The said Colonel *John Pitt* is long since dead, without Issue Male, and after his Death the Sums of Four thousand Two hundred and Forty-six Pounds, and Five thousand Five hundred and Fifty Pounds, have out of the Personal Estate of the said *Thomas late Earl of Londonderry* the Father, deceased, been invested as Part of the said sums of Five thousand Pounds, and Five thousand Pounds, in the Purchase of two Real Estates viz. the Sum of Four thousand Two hundred and Forty-six Pounds in the Purchase of the Manor of *East Chelborough*, in the County of *Dorset*, with the Appurtenances, and several Lands and Hereditaments at *East Chelboroug*, in the said County of *Dorset*, of the yearly value of One hundred sixty-three Pounds, and the Sum of

of Five thousand Five hundred and Fifty Pounds in the Purchase of a Real Estate, called *Ruxton Farm*, in the Parish of *Heavitree*, in the County of *Devon*, of the yearly Value of Two hundred and Seventy Pounds; which said several Estates, were by Indentures of Lease and Release, bearing Date respectively the fifteenth and sixteenth Days of *May*, One thousand Seven hundred and fifty two and the Twenty fifth and Twenty-sixth Days of *January* One thousand Seven hundred and Fifty three, conveyed and settled to the Use of the said *Frances Countess Dowager of Londonderry* for her Life, without Impeachment of Waste, in case of Accidents by Fire, with Power to grant Leases, according to the said Articles of the Ninth Day of *March* One thousand Seven hundred sixteen, Remainder to Trustees therein respectively named, for the Term of Five hundred Years, upon Trust to raise (without Prejudice to the Jointure or Life Estate of the said Countess therein,) such Sum and Sums of Money, as with the Sums which should be raised out of the other Lands and Premises, which by the said Articles of the Ninth Day of *March* were to be limited to Trustees, for the several and respective Terms of Five hundred Years for the raising Portions for the younger Children of the said *Thomas late Earl of Londonderry*, would amount to Ten thousand Pounds, or so much thereof, as should appear to be remaining due to the said *Ridgeway*, late Earl of *Londonderry* and Lady *Lucy Meyrick*, for the Portions to which they were respectively intitled by Virtue of the said Articles and Decree; Remainder to the said *Ridgeway* late Earl of *Londonderry* in Tail male, Remainder to the said Lady *Lucy Meyrick* in Tail general; Remainder to the Heirs of the said *Thomas late Earl of Londonderry* the Father.

And whereas, The further Sum of Six thousand Four hundred and nine Pounds Eighteen Shillings and Four-pence, other Part of the Personal Estate of the said *Thomas late Earl of Londonderry* the Father, hath been laid out as Part of the said several Sums of Ten thousand Pounds, and Ten thousand Pounds, in the Purchase of a Real Estate, at or near *Meer and Shaftsbury*, in the Counties of *Wilts* and *Dorset*, of the yearly Value of Two hundred and Sixty-three Pounds Nineteen Shillings and Two-pence; and by Indentures of Lease and Release, bearing Date respectively the Twenty-sixth and Twenty-seventh Days of *March*, One thousand Seven hundred and Fifty-six, the same was conveyed and settled to the Uses following, (that is to say,) as to Part thereof, of the yearly Value of Two hundred and One Pounds, nineteen

teen Shillings, and Two-pence, to the Use of the said *Frances Countess of Londonderry* for her Life, without Impeachment of Waste, in case of Accidents by Fire, with Power to grant Leases according to the said Articles, Remainder to Trustees for Five hundred Years upon the Trusts after mentioned, Remainder to the said *Ridgeway late Earl of Londonderry*, in Tail Male, Remainder to the right Heirs of the said Governor *Thomas Pitt*, and as to the Residue of the said Premises, whereof no Use was therein before declared, the same was thereby limited to the Use of the said Trustees, for the Term of Five hundred Years upon the Trusts after mentioned, Remainder to the said *Ridgeway late Earl of Londonderry* in Tail Male, Remainder to the right Heirs of the said Governor *Thomas Pitt*; and it was thereby declared, That the said Terms of Five hundred Years, and Five hundred Years, were so limited to the said Trustees, upon Trust to raise without Prejudice to the Jointure or Life Estate of the said Countess, such Sum and Sums of Money, as with the Sums which should be raised out of the other Lands and Premises, which by the said recited Articles were to be limited to Trustees for Five hundred Years, for raising Portions for the younger Children of the said *Thomas late Earl of Londonderry*, would amount to Ten thousand Pounds, or so much thereof as should happen to be remaining due to the said *Ridgeway Earl of Londonderry*, and Lady *Lucy Meyrick*, for the Portions to which they were respectively intitled, by Vittue of and under the said Articles and Decree.

And whereas, The said *Ridgeway late Earl of Londonderry*, and *Frances Countess of Londonderry*, after the said three Estates were so purchased, conveyed, and settled as aforesaid, joined in suffering common Recoveries thereof, the Uses whereof were declared to be to the said *Ridgeway Earl of Londonderry* in Fee, subject to such Estate for Life therein, as the said *Frances Countess of Londonderry* was intitled to, previous to the suffering of such Recoveries, and also subject to the said several Terms of Five hundred Years, and the Trusts thereof.

And whereas, By certain Articles of Agreement, bearing Date the Twenty-first Day of July, One thousand Seven hundred and Seventy, and made between the said *Frances Countess Dowager of Londonderry*, Relict of *Thomas late Earl of Londonderry* the Father, of the First Part; the said Lady *Lucy Meyrick* Widow of the said *Pierce Meyrick*, Daughter and only surviving Child of the said *Thomas late Earl of Londonderry*, by the said *Frances Countess of Londonderry*, and also Heir at Law of the said Earl

Earl, of the Second Part; the said *Philip Earl Stanhope*, of the Third Part; and *Thomas Pitt* of *Boconnoc* in the County of *Cornwall* Esquire, of the Fourth Part; reciting to the Effect herein before mentioned; and also reciting, That no other Sum or Sums of Money, had in Pursuance of the said Articles of Agreement, of the ninth Day of *March* One thousand Seven hundred and Sixteen, and of the said Decree, been laid out in the Purchase of Lands, so that there then remained to be laid out in such Purchase, so much of the Personal Estate of the said *Thomas* late Earl of *Londonderry*, the Father, as would purchase Lands, which with the said Estate at *East Chelborough*, and the said *Ruxton* Farm in the Parish of *Heavitree* aforesaid, would be of the yearly Value of Five hundred Pounds beyond Reprizes, (Public Taxes excepted,) to be settled to, for, and upon such Uses, Trusts, Intents, and Purposes, as are mentioned and declared in and by the said last mentioned Articles of Agreement, as far as the Death of Parties would admit, and also so much of the Personal Estate of the said *Thomas* late Earl of *Londonderry*, as together with the Sum of Six thousand Four hundred and nine Pounds, Eighteen Shillings and Four-pence, so laid out in the Purchase of the said Estates, at *Meer* and *Schaftsbury* as aforesaid, would make the several Sums of Ten thousand Pounds and Ten thousand Pounds, likewise to be settled to, for, and upon the several Uses, Trusts, Intents and Purposes, mentioned and declared in and by the said Articles of Agreement, of the Ninth of *March* One thousand Seven hundred and Sixteen, as far as the Deaths of Parties would admit, and that there was also due from the Estate of the said *Thomas* late Earl of *Londonderry* the Father, to the said Lady *Lucy Meyrick*, the Sum of Three thousand Eight hundred Pounds to make up her said Portion of Five thousand Pounds, and the said Legacies of One thousand Pounds, and Two hundred Pounds given to her, in and by the Wills of the said Governor *Thomas Pitt*, and the said *Lucy* Countess of *Londonderry*, the Sum of Ten thousand Pounds, the Portion intended for her, in and by the said Will of her said late Father *Thomas* late Earl of *Londonderry*, and that there was likewise due to the said Lady *Lucy Meyrick*, the Sum of One hundred Pounds, for a Legacy given her by her said Father's Will, but that all Interest for the said Sums of Three thousand Eight Hundred Pounds, and One hundred Pounds, as well as for her said Portion of Five thousand Pounds, had been paid to the said Lady *Lucy Meyrick* up to the Eighth Day of *January* then last; and reciting that the said *Ridgeway* Earl of *Londonderry*, after the Death of the said *Charles Cholmondeley*, who was the

surviving Executor of the said *Thomas Earl of Londonderry*, obtained Letters of Administration *de bonis non*, with the Will of his said Father annexed to be granted to him, and by Virtue thereof, he received several Sums of Money, which were due and owing to his said Father *Thomas late Earl of Londonderry*, and several other Sums of Money were paid to the said *Ridgeway Earl of Londonderry*, out of the said Testator *Earl Thomas's Personal Estate*, on Account of his Portion of Five Thousand Pounds and Interest, which he was intitled unto, under the said Articles of the Ninth of *March* One thousand Seven hundred and Sixteen; and reciting that *William Smith*, Executor of the said *Wavel Smith*, pursuant to an Order of the said Court of Chancery, made in the said Causes, wherein the Decree of the Twenty-fourth of *November*, One thousand Seven hundred and Forty-six was made, and in the said other Cause, wherein the Decree of the Thirty-first of *July* One thousand Seven hundred and Thirty was made, paid in Satisfaction of a Debt due from the said *Wavel Smith*, to the Estate of the said *Thomas Earl of Londonderry* the Father, the Sum of One thousand Six hundred Pounds, into the Bank of *England*, with the Privity of the Accountant General of the said Court, which Sum of One thousand Six hundred Pounds, was by the same Order directed to be laid out in the Purchase of Three Pounds *per Cent* Bank Annuities, in the Name, and with the Privity of the said Accountant General, in Trust in the said Causes, upon the Trusts, and subject to the Contingencies, in the Will of the said *Thomas Earl of Londonderry*, and the further Order of the Court; and accordingly the same was laid out in the Purchase of One thousand Nine hundred and Ninety-six Pounds, Seventeen Shillings, and Eight-pence, Three Pounds *per Cent* Bank Annuities, which were then standing in the Name of the Accountant General of the said Court, with the Sum of Six hundred and Eighty-eight Pounds Eighteen Shillings and Eleven-pence, Cash in the Bank, which had arose and been received for the Interest or Dividends of such Bank Annuities; and further reciting, That there was a Debt due from the Estate of the said *Charles Cholmondeley* to the Estate of the said *Thomas late Earl of Londonderry*, which had not then been ascertained; and reciting that the Real Estate in the County of *Devon*, of which the said *Thomas late Earl of Londonderry* died seised, was Subject to a Mortgage for Two thousand Pounds and Interest, and that the Real Estate in *Wilts* of which he likewise died seised, was subject to a Mortgage for One Thousand Pounds and Interest; and that there was due from

from the Estate of the said *Thomas* late Earl of *Londonderry*, to the Estate of the said Governor *Thomas Pitt*, several Sums which were by Articles of Agreement, dated on or about the Thirtieth Day of *May* in the Year of our Lord One thousand Seven hundred and Sixty-one, settled and ascertained by and between the said *Ridgeway* late Earl of *Londonderry*, the then personal Representative of his said late Father, and *Thomas Pitt*, Esquire, since deceased, the then Personal Representative of the said Governor *Thomas Pitt*, at the Sum of Four thousand Four hundred and Twenty-three Pounds, Nine Shillings and Three-pence, which was agreed to be paid by the said Earl *Ridgeway* to the said *Thomas Pitt* as therein mentioned, but that no Part thereof had been paid; and reciting that the said *Ridgeway* late Earl of *Londonderry*, died on or about the eighth Day of *January*, One thousand Seven hundred and Sixty-five, having first duly made and published his Last Will in Writing, dated the twentieth Day of *August*, One thousand Seven hundred and Fifty-seven, and thereby directed That all his Debts should be paid out of his Real Estates, if his Personal Estate should not be sufficient for that Purpose, and devised all his Messuages, Lands, Tenements, and Hereditaments, in the said Counties of *Dorset*, *Devon*, and *Wilts*, and all other his Real Estates, which he was seised, possessed of, interested in, or intitled to in *Great Britain*, unto his Sister the said Lady *Lucy Meyrick*, for her Life, for her separate Use exclusive of any Husband she might have; and he thereby charged the same Estates, with the clear yearly Sum of Two hundred Pounds, unto his Nephew *Ridgeway Owen Meyrick*, and after the Death of his Sister, he devised the same to the said *Ridgeway Owen Meyrick*, his Heirs and Assigns, subject to the Payment of One thousand Five hundred Pounds to his Sister, Niece of the said Testator *Ridgeway Earl of Londonderry*, and he gave all his Personal Estate after Payment of his Debts and Funeral Expences, unto the said Lady *Lucy Meyrick*, and appointed her Executrix of his said Will, and after his Death she proved the same in the Prerogative Court of *Canterbury*; and reciting that the said *Frances Countess of Londonderry*, Lady *Lucy Meyrick*, *Philip Earl Stanhope*, and *Thomas Pitt*, Parties thereto, in order to avoid any further Litigation and Prosecution of the said several Suits in Equity, and to compromise all Differences and Disputes between them, had agreed to settle and adjust their several Claims and Demands, in such Manner as therein after is expressed; IT IS WITNESSED that in Pursuance of the said Agreement, and in order to terminate all Differences and Disputes between the said Parties thereto, or any of them, in respect of the several Matters and

Things therein before mentioned, it was thereby agreed, that the several Lands and Hereditaments, late the Estate of the said *Lucy* late Countess of *Londonderry*, in the County of *York*, which by Virtue of the said Articles of the ninth of *March*, One thousand Seven hundred and Sixteen, and of the said Deeree are charged with, or made liable to the Payment of the Sum of Two thousand Pounds and Interest to the Personal Estate of the said *Thomas* late Earl of *Londonderry*, should be, and are thereby released, exonerated, and discharged therefrom, and that such Release should be, and is thereby accepted by the said *Frances* Countess of *Londonderry*, and Lady *Lucy Meyrick*, in full Compensation and Satisfaction of and for, all and every Sum and Sums of Money, remaining to be invested from, or out of the Personal Estate of the said *Thomas* late Earl of *Londonderry*, in the Purchase of an Estate of Sixty-seven Pounds a Year, beyond Reprizes Public Taxes excepted, in Performance of the Covenant entered into by the said *Thomas* late Earl of *Londonderry*, in and by the said Articles of Agreement so bearing Date the Ninth Day of *March* One thousand Seven hundred and Sixteen as aforesaid, in Respect of the said two Sums of Five thousand Pounds and Five thousand Pounds, thereby agreed to be laid out in the Purchase of Lands of Five hundred Pounds a Year beyond Reprizes, Public Taxes excepted; and it was thereby further agreed between all the said Parties thereto, that the Sum of Nine hundred and Eighteen Pounds Seventeen Shillings, being two Third Parts of One thousand Three hundred and Seventy-eight Pounds Five Shillings and Six-pence, which was paid out of the Personal Estate of the said *Thomas* late Earl of *Londonderry*, for the Fine and Charges of renewing the Lease of the Rectory of *Royton*, and other Leasehold Premises, for the Benefit of the Person intitled to the Reversion or Remainder of that Estate, after the Death of the said *Frances* Countess of *Londonderry*, should be retained by the said Lady *Lucy Meyrick*, who was intitled to such Reversion, and be by her accepted in full Compensation and Satisfaction of what remained due to her, as Executrix of the said *Ridgeway* Earl of *Londonderry*, for the Portion of Five thousand Pounds, which the said *Ridgeway* late Earl of *Londonderry*, became intitled to by Virtue of, or under the said Articles of Agreement bearing Date the Ninth Day of *March* One thousand Seven hundred and Sixteen as aforesaid, and that the said *Philip* Earl *Stanhope*, should be allowed the said Sum of Nine hundred and Eighteen Pounds Seventeen Shillings so to be retained as aforesaid, out of the Sum of Thirteen thousand Five hundred and Ninety Pounds One Shilling and Eight-pence, Part of the two Sums

of

of Ten thousand Pounds and Ten thousand Pounds, mentioned in the said Articles, and which had not then been laid out, which Allowance would reduce the same to Twelve thousand Six hundred and Seventy-one Pounds Four Shillings and Eight Pence, to be raised out of the Estate of the said *Thomas* late Earl of *Londonderry*, in such Manner as therein after expressed: And it was th reby further agreed between the said Lady *Lucy Meyrick*, and the said *Philip Earl Stanhope*, that the several Sums which were so received by the said *Ridgeway Earl of Londonderry*, out of the personal Estate of his late Father as his Administrator *ae Bonis non*, as aforesaid, and the several Sums which were so paid to him out of his said personal Estate as aforesaid, together with the said Sum of Nine hundred and Eighteen Pounds Seventeen Shillings, Part of the said One thousand Three hundred and Seventy Eight Pounds Five Shillings and Six Pence, so paid for the Fine and Charges of renewing the said Lease as aforesaid, should be and were thereby accepted and deemed a full Satisfaction of his said Portion of Five thousand Pounds and Interest, and that the same should be conclusive and binding to all Parties, and that all Accounts between the said Lady *Lucy Meyrick*, as the Representative of the said *Ridgeway* late Earl of *Londonderry*, and the said *Philip Earl Stanhope*, as Reprefentative of *Thomas* late Earl of *Londonderry* and Remainder Man under his Will, should be and were thereby mutually released: And it is thereby further agreed between all the Parties thereto, that the Sum of Four thousand Two hundred and Twenty-four Pounds Two Shillings and Seven Pence, which was Part of the personal Estate of the said *Thomas* late Earl of *Londonderry*, and then remaining in the Hands of the said *Frances Countess of Londonderry*, the same being Part of a larger Sum recovered by her as Administratrix *de Bonis non*, of the said *Lucy* late Countess of *Londonderry*, should immediately after the Execution of the said Articles of Agreement of the Twenty-seventh of *July*, One thousand Seven hundred and Seventy, be equally divided between the said Lady *Lucy Meyrick*, and *Thomas Pitt*, (that is to say) the Sum of Two thousand One hundred and Twelve Pounds One Shilling and Three Pence Halfpenny, should be paid to the said Lady *Lucy Meyrick* in Part and towards Satisfaction of the Sum of Three thousand Nine hundred Pounds principal Money, which is thereby acknowledged and agreed to be due to her, for, or in Respect of her Legacies under the Will of the said *Thomas* late Earl of *Londonderry* her Father, and the remaining Two thousand One hundred and Twelve Pounds One Shilling and Three Pence Halfpenny, should be paid to the said *Thomas Pitt*, in Part and towards Satisfaction of the said Sum of Four thousand Four hundred and Twenty-three Pounds Nine Shillings and Three Pence, so due to him as aforesaid,

and

and that a proper Release and Discharge should be made and given to the said *Frances Countess of Londonderry*, for the said Sum of Four thousand Two hundred and Twenty-four Pounds Two Shillings and Seven-pence by the said *Philip Earl Stanhope*, Lady *Lucy Meyrick*, and *Thomas Pitt*, and that they should procure *Thomas Cholmondeley* Esquire, the Personal Representative of the said *Charles Cholmondeley*, to join in such Release to the said *Frances Countess of Londonderry* for the same, in case it should be thought requisite and should be required by her; and it is thereby further agreed by and between all the said Parties, that the Sum of Seventy-seven Pounds Ten Shillings should be paid by the said *Philip Earl Stanhope* to the said Lady *Lucy Meyrick*, on or before the Eighth Day of November next ensuing the Date thereof, and should be accepted by her in full Payment and Satisfaction of the Interest of the said Three thousand Nine hundred Pounds, up to the Eighth Day of the then Month of July, and that all Interest of or for, the said Sum of Three Thousand Nine hundred Pounds should from thenceforth cease; and it was thereby further agreed, by and between the said Parties thereto, that immediate Application should be made by the said *Thomas Pitt* Party thereto, or such other Party or Parties as should be thought necessary, to the said Court of Chancery, for an Order to have the said Sum of One thousand Nine hundred and Ninety-six Pounds Seventeen Shillings and Eight-pence Bank Three per Cent Annuities, standing in the Name of the Accountant General, under the Title Countess of *Londonderry* against Earl of *Londonderry*, Earl of *Londonderry* against *Cholmondeley*, and *Pitt* against *Cholmondeley* sold, and the Money arising by such Sale together with the said Sum of Six hundred and Eighty-eight Pounds Eighteen Shillings and Eleven-pence Cash in the Bank, paid in Manner following, viz. One Moiety or half Part of the Money arising by such Sale, to the said Lady *Lucy Meyrick* in further Part and towards Satisfaction of the said Sum of Three thousand Nine hundred Pounds, and the other Moiety thereof to the said *Thomas Pitt*, in further Part and towards Satisfaction of the said Sum of Four thousand Four hundred and Twenty-three Pounds Nine Shillings and Three-pence, and the said Sum of Six hundred and Eighty-eight Pounds Eighteen Shillings and Eleven-pence, Cash in the Bank to the said *Thomas Pitt*, and which with the Sum of Three hundred Pounds therein after agreed to be paid to him, he the said *Thomas Pitt* did thereby consent and agree, to accept in full of all Interest which he was, or could or might be intitled to, for, or in Respect of the said Sum of Four thousand Four hundred and Twenty-three

three Pounds Nine Shillings and Three-pence, and that all the other Parties thereto, should consent to such Application and Payment accordingly; and it was thereby further agreed, that the Debt due from the faid *Charles Cholmondeley*, to the Estate of the said *Thomas* late Earl of *Londonderry*, when the same should be Received by the said *Philip Earl Stanhope*, should be by him paid and applied in manner following, that is to say, one Moiety thereof to the said *Thomas Pitt*, Party thereto, in further Part and towards Satisfaction of the said Sum of Four thousand Four hundred and Twenty-three Pounds Nine Shillings and Three-pence, and the other Moiety thereof to the said Lady *Lucy Meyrick*, in further Part and towards Satisfaction of the said Sum of Three thousand Nine hundred Pounds, and in order to raile Money to pay off and discharge what should be remaining due to the said Lady *Lucy Meyrick*, and *Thomas Pitt* respectively, for the said Sums of Three thousand Nine hundred Pounds, and Four thousand Four hundred and Twenty-three Pounds, Nine Shillings, and Three-pence, after a Deduction of the Sums therein before agreed to be paid to them respectively as aforesaid, and also the said Sum of Twelve thousand Six hundred and Seventy-one Pounds Four Shillings and Eight-pence, Part of the said two Sums of Ten thousand Pounds and Ten thousand Pounds, which by the said Marriage Articles and Decree, were to be laid out in the Purchase of Lands as aforesaid, he the said Earl *Stanhope* had consented and agreed, that the same should be raised by a Sale of the Real Estates of the said *Thomas* late Earl of *Londonderry*, in the Counties of *Devon* and *Wilts* devised by his Will, and that if the Money arising by such Sale should not be sufficient for the Purposes aforesaid, that the Deficiency should be raised by a Mortgage of the real Estate of the said *Thomas* late Earl of *Londonderry*, in the *Queens-County*, in the Kingdom of *Ireland*, or a sufficient Part thereof; and it was thereby further agreed, that an Application should be made to Parliament, for an Act for vesting the Real Estates of the said *Thomas* late Earl of *Londonderry*, in the Counties of *Devon* and *Wilts*, and in the *Queens-County*, in the said Kingdom of *Ireland* in Trustees, upon the Trusts and for the Purposes therein and herein after mentioned, and that it should thereby be Enacted that the faid Real Estates of the said *Thomas* late Earl of *Londonderry*, in the Countie of *Devon* and *Wilts* and in the *Queen's-County* in *Ireland* should be vested in Trustees therein to be named by the said *Philip Earl Stanhope* and their Heirs upon Trust to sell the said Estates in the said Counties of *Devon* and *Wilts*, and out of the Money arising by such Sale in the first place to pay off and discharge

the said Sums of Two thousand Pounds, and One thousand Pounds, and Interest, secured by the Mortgages upon the said Estates in *Devonshire* and *Wiltshire* respectively, and out of the Remainder of the Money to arise by such Sale to pay the Sums which should be remaining due to the said Lady *Lucy Meyrick* and *Thomas Pitt* respectively, for and in respect of the said Sums of Three thousand Nine hundred Pounds, and Four Thousand Four hundred and Twenty-three Pounds Nine shillings and Three-pence, and also the Sum of Three hundred Pounds to the said *Thomas Pitt*, which with the said Sum of Six hundred and Eighty-eight Pounds, Eighteen shillings and Eleven-pence, Cash in the Bank to be paid to him as aforesaid, is by him agreed to be accepted in Lieu and full Discharge of all Interest for the said Sum of Four thousand Four hundred and Twenty-three Pounds Nine shillings and Three-pence, as aforesaid, and to pay and apply the Residue of the Money to arise by such Sale in the first place in or towards Satisfaction and Discharge of the said Sum of Twelve thousand Six hundred and Seventy-one Pounds Four shillings and Eight-pence, in manner following (that is to say) to pay the Sum of One thousand Pounds, part thereof to the said Lady *Lucy Meyrick*, in Satisfaction and Discharge of the Proportion of her said Portion of Five thousand Pounds, which she is intitled to under the said Marriage Articles, which is to be born and paid out of the said Sum of Twelve thousand Six hundred and Seventy-one Pounds Four Shillings and Eight-pence, or the Lands to be purchased therewith, pursuant to the said Articles and Decree, and the Sum of Eleven thousand Six hundred and Seventy-one Pounds Four Shillings and Eight-pence, other Part and Residue thereof, unto the said *Thomas Pitt* Party thereunto, as he would be intitled to an absolute Estate in Fee Simple, in the Lands to be purchased therewith under the said Marriage Articles; but in case the Money to arise by such Sale should not be sufficient to answer and pay the several Sums before mentioned and agreed to be paid; then and in such Case, the said Trustees to be named should raise so much Money as with the Money to arise by such Sale as aforesaid, would be sufficient for the purposes therein before mentioned, and for the payment of the Trustees Costs and Expences in about or relating to the Trust to be reposed in them by Mortgaging the said Estate in the *Queens County* in *Ireland*, and in case the Money to arise by such Sale as aforesaid, should be more than sufficient to answer and Pay the several Sums therein before mentioned, and agreed to be paid thereout, then and in such Case, the Surplus after Payment of the Trustees Costs, Charges and Expences in and about or relating to the said

said Trust should be laid out in the Purchase of Lands to be settled to such of the Uses limited by the Will of the said *Thomas* late Earl of *Londonderry*, the Fath^t as should be then subsisting, and it was thereby agreed that all such Clauses, Matters and Things should be enacted and contained in such intended Act of Parliament for the Convenience and Advantage of all or any of the Parties thereto, and for establishing the said recited Articles of Agreement, as to the Legislature should seem just; And the said *Philip* Earl *Stanhope* did thereby agree that in the mean time, and until the said Sum of One thousand Pounds, should be paid to the said Lady *Lucy Meyrick* as aforesaid, there should be paid to her out of the Rents and Profits of the said Real Estates, the yearly Sum of One hundred and Fifty Pounds, to be computed from the Eighth of January then last, by half yearly Payments as and for such part of the Interest of her said Portion of Five thousand Pounds as ought to have been born and paid out of the said Twelve thousand Six hundred and Seventy-one Pounds Four shillings and Eight-pence, or the Lands to be purchased therewith, and the said *Thomas Pitt* did thereby agree that he would well and sufficiently secure before the passing the said intended Act unto the said Lady *Lucy Meyrick*, her Executors, Administrators, and Assigns to her and their good Liking, an Annuity of One hundred and Ten Pounds, to be paid to her and them by half yearly Payments, during the natural Life of the said Countess of *Londonderry* her Mother.

And whereas, By a Deed, Poll, or Instrument in Writing, of the same Date with the said Articles of Agreement, and indorsed thereupon under the Hands and Seals of the said *Philip Earl Stanhope*, and Lady *Lucy Meyrick*; it was agreed by and between them, and the said *Philip Earl Stanhope* did thereby agree, that in Case the said principal Sum of Three thousand Nine hundred Pounds should not be wholly paid within Three Years from the Date thereof, then and in such Case, Interest for so much thereof, as should be then remaining unpaid, to be computed from the Day of the Date thereof, at the Rate of Four Pounds *per Centum per Annum*, should be paid to the said Lady *Lucy Meyrick*, her Executors, Administrators or Assigns, out of the Estate of the said *Thomas* late Earl of *Londonderry*, unless it should happen or be occasioned, by or through the Neglect or Default of the said Lady *Lucy Meyrick*.

And

And whereas, by and upon the Death of the said *Ridgeway Earl of Londonderry* without Issue Male, the said *Philip Earl Stanhope*, by Virtue of the Limitations in the said Will of the said *Thomas Earl of Londonderry*, became seised of, or intitled to the Real Estates of the said Earl, devised by his said Will for his Life, with Remainder to the Right Honourable *Charles Stanhope* commonly called Lord Viscount *Mabon*, Son of the said *Philip Earl Stanhope*, now an Infant of the Age of Seventeen Years and upwards, in Tail Male.

And whereas, the said *Frances Countess of Londonderry*, hath pursuant to the said Articles of Agreement, paid to the said Lady *Lucy Meyrick*, Two thousand One hundred and Twelve Pounds One Shilling and Three-pence Half-penny, being One Moiety or half Part of the said Sum of Four thousand Two hundred and Twenty-four Pounds, Two Shillings and Seven-pence, and to the said *Thomas Pitt* the like Sum of Two thousand One hundred and Twelve Pounds One Shilling and Three-pence Half-penny, other Part and Residue of the said Four thousand Two hundred and Twenty Four Pounds Two Shillings and Seven-pence.

And whereas, The said *Philip Earl Stanhope*, hath according to his Agreement in and by the last mentioned Articles, paid to the said Lady *Lucy Meyrick*, the Sum of Seventy-seven Pounds Ten Shillings, thereby agreed to be paid to her, on or before the Eighth Day of November then next, and now last past.

And whereas, An Application was made to the said Court of Chancery, touching the said Bank Three per Cent Annuities and Cash in the Bank, and by an Order of the said Court made in the said Causes, bearing Date the Twenty-eighth of July last, it was ordered, That the said Sum of One thousand Nine hundred and Ninety-six Pounds Seventeen Shillings and Eight-pence Bank Annuities, should be Transferred to the said Lady *Lucy Meyrick* and *Thomas Pitt*.

And whereas, By an Instrument in Writing, bearing Date the Eighth Day of August One thousand Seven hundred and Seventy, under the Hands of, and duly signed by the said Lady *Lucy Meyrick* and *Thomas Pitt*, and indorsed upon the second Skin of the said Articles of Agreement, after reciting that the said Accountant General of the said Court of Chancery, in Pursuance of the said Order of the Twenty-eighth Day of July last, had that Day transferred One Moiety of the said Sum of One thousand Nine hundred and Ninety-six Pounds Seventeen Shillings and Eight-pence Bank Three per Cent Annuities, to the said Lady *Lucy Meyrick*, and the other Moiety thereof to the said *Thomas Pitt*, instead

instead of selling the same, and paying the Money arising thereby equally between them as agreed by the said Articles, and that the said One thousand Nine hundred and Ninety-six Pounds Seventeen Shillings and Eight-pence Bank Annuities, according to the Market Price of that Day, were worth One thousand Six hundred and Eighty-two Pounds Seven Shillings and Six-pence, they the said Lady *Lucy Meyrick* and *Thomas Pitt* did thereby severally acknowledge and declare, that the said Sum of One thousand Nine hundred and Ninety-six Pounds Seventeen Shillings and Eight-pence, had been that Day transferred to them in equal Moieties, and that they severally agreed to accept the same at the Price or Value abovementioned, that is to say, the said Lady *Lucy Meyrick* agreed to accept the Moiety thereof, so transferred to her at the Sum of Eight hundred and Forty-one Pounds, Three Shillings and Nine-pence, towards Satisfaction of the said Sum of Three thousand Nine hundred Pounds, due to her as mentioned in the said Articles; and the said *Thomas Pitt* agreed to accept the other Moiety so transferred to him at the like Sum of Eight hundred and Forty one Pounds Three Shillings and Nine-pence, towards Satisfaction of the said Sum of Four thousand Four hundred and Twenty-three Pounds Nine Shillings and Three-pence, in the said Articles mentioned to be due to him; and the said *Thomas Pitt* did thereby acknowledge and declare, That he had pursuant to the said last mentioned Order, received from the said Accountant General the further Sum of Six hundred and Eighty-eight Pounds Eighteen Shillings and Eleven Pence which was in Cash in the Bank, on Account of the Interest of the said Four thousand Four hundred and Twenty-three Pounds Nine Shillings and Three-pence.

And whereas, The Debt due from the Estate of the said *Charles Cholmondeley* deceased to the said *Thomas* late Earl of *Londonderry*, hath since the Execution of the said Articles of Agreement been settled and liquidated at the Sum of Five hundred and Fifty Pounds, and whi h said Sum of Five hundred and Fifty Pounds hath been paid by the said *Thomas Cholmondeley* to the said *Philip Earl Stanhope*, who hath paid and applied the same according to the said Articles of Agreement, that is to say, to the said Lady *Lucy Meyrick*, the Sum of Two hundred and Seventy-five Pounds, being One Moiety thereof towards further Satisfaction of the said Sum of Three thousand Nine hundred Pounds, and to the said *Thomas Pitt* the like Sum of Two hundred and Seventy-five Pounds towards further Satisfaction of the said Sum of Four thousand Four hundred and Twenty-three Pounds, Nine Shillings and Three-pence.

And whereas, The said Sum of Three thousand Nine hundred Pounds which was so due to the said Lady *Lucy Meyrick*, is by the said

several Payments to her of the said Sum of Two thousand One hundred and Twelve Pounds One Shilling and Three-pence Half-penny, by the said Countess of *Londonderry*, the said Sum of Eight hundred and Forty-one Pounds Three Shillings and Nine-pence, the Value of the said Bank Annuities and the said Two hundred and Seventy-five Pounds, by the said Earl *Stanhope* reduced to the Sum of Six hundred and Seventy-one Pounds Fourteen Shillings and Eleven-pence Half-penny, which remains due to her.

And Whereas, The said Sum of Four thousand Four hundred and Twenty-three Pounds Nine Shillings and Three-pence which was so due to the said *Thomas Pitt*, is by the like several Payments to him of the Sums of Two thousand One hundred and Twelve Pounds, One Shilling and Three-pence Half-penny, Eight hundred and Forty-one Pounds Three Shillings and Nine-pence, and Two hundred and Seventy-five Pounds reduced to the Sum One thousand One hundred and Ninety-five Pounds, Four Shillings and Twopence Half-penny which now remains due to him in Respect of the said Sum of Four thousand Four hundred and Twenty-three Pounds Nine Shillings and Three-pence, and there likewise remain due to him in Respect of the Interest thereof the Sum of Three hundred Pounds and no more, after Deduction of the said Sum of Six hundred Eighty-eight Pounds Eighteen Shillings and Eleven-pence received by him of the Accountant General of the said Court of Chancery, as aforesaid.

And Whereas, the said *Thomas Pitt*, hath to the good Liking of the said Lady *Lucy Meyrick*, secured the Payment of the yearly Sum of One hundred and Ten Pounds to her, her Executors, Administrators, and Assigns, by equal half yearly Payments, during the natural Life of the said *Frances Countess of Londonderry*.

And Whereas, By Means of the great Reduction of the several Claims or Debts of the said Lady *Lucy Meyrick* and *Thomas Pitt* respectively as herein last before is mentioned, it is apprehended that the said Real Estates of the said *Thomas late Earl of Londonderry*, in the Counties of *Devon* and *Wilts*, and herein after more particularly mentioned, will by Sale thereof, raise Money sufficient to pay off and discharge the Mortgages and Incumbrances affecting the same, and also all such other Sums of Money by the said Articles of Agreement of the 21st of July One Thousand Seven hundred and Seventy, agreed to be raised and paid to the said Lady *Lucy Meyrick* and *Thomas Pitt* respectively, as now remain due and unpaid.

And

And whereas it is apprehended that the terminating the said several Suits in Equity, and vesting the said several Estates late of the said *Thomas* late Earl of *Londonderry*, in the Counties of *Devon* and *Wilts*, upon such Trusts, and to and for such Intents and Purposes, as in and by the said Articles of Agreement of the Twenty-first of *July*, One Thousand Seven Hundred and Seventy, were stipulated and agreed upon, would be of real Benefit and great Convenience to the several Parties interested therein; but by Reason of the Infancy of the said *Charles Stanhope*, commonly called Lord Viscount *Mabon*, and of the strict Limitations contained in the Will of the said *Thomas* late Earl of *Londonderry*, the amicable Intentions of the said Parties to the said Articles of Agreement cannot be carried into Execution, nor can the said Articles be rendered valid and effectual for the several Purposes therein and herein before mentioned, without the Aid of an Act of Parliament.

Therefore your Majesty's most dutiful and loyal Subjects, the said *Philip Earl Stanhope*, on Behalf of himself and of the said *Charles Stanhope*, commonly called Lord Viscount *Mabon* his infant Son, *Lady Lucy Meyrick*, and *Thomas Pitt*,

Do most humbly beseech your MAJESTY,

That it may be Enacted; And for rendering the said Articles of Agreement more valid and effectual for the several Purposes herein after mentioned, Be it Enacted, by the KING's most Excellent Majesty, by and with the Advice and Consent of the Lord's Spiritual and Temporal and Commons, in this present Parliament assembled, and by the Authority of the same, That all that the Manor or Lordship, or reputed Manor or Lordship of *Holfsworthy*, with all its Rights, Members, and Appurtenances, in the said County of *Devon*; and all that the Manor or Lordship, or reputed Manor or Lordship of *Chilsworthy*, with its Rights, Members, and Appurtenances in the said County of *Devon*; and all that the Manor or Lordship, or reputed Manor or Lordship of *Verworthy*, with its Rights, Members, and Appurtenances, in the said County of *Devon*; and all that the Manor or Lordship, or reputed Manor or Lordship of *Waterland*, with its Rights, Members, and Appurtenances, in the said County of *Devon*; and all that the Manor or Lordship, or reputed Manor or Lordship of *Hencott*, with its Rights, Members, and Appurtenances, in the said County of *Devon*; and all that the Manor or Lordship, or reputed Manor or Lordship of *Milton Damerell*, with its Rights, Members, and Appurtenances, in the said County of *Devon*; and

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all

all that the capital Messuage, Mansion House, and Barton of *Soldon*, together with the Demesne Lands thereunto belonging, situate, lying, and being in the several Parishes of *Holfsworthy*, *Sutcombe*, and *Bradworthy*, in the said County of *Devon*, or in some or one of them, with all its Rights, Members, and Appurtenances, heretofore in the Tenure or Occupation of *John Prideaux*, Esq; his Assignee or Assigns, Undertenant or Undertenants; and all that the Barton of *Simpson*, with the Demesne Lands thereto belonging; and all that Tenement or Farm called *Burscott*, which said Barton last mentioned, and the said Tenement or Farm, are situate, lying, and being in the Parish of *Holfsworthy*, and were also heretofore in the Tenure or Occupation of the said *John Prideaux*, his Assignee or Assigns, Undertenant or Undertenants; and also all that the Advowson, or Right of Patronage of, in, and to the Church of *Holfsworthy* aforesaid, with the Rights, Members, and Appurtenances thereof; and all the Fairs and Markets of *Holfsworthy*, or that are held and kept at or in *Holfsworthy* aforesaid; and all and singular the Messuages, Houses, Outhouses, Buildings, Barns, Stables, Tofts, Mills, Dovecotes, Lands, Tenements, Meadows, Leafows, Pastures, Feedings, Sheep-Downs, Sheep-Walks, Commons, Common of Pasture, Moors, Wastes, Trees, Woods, Underwoods, Ways, Paths, Passages, Waters, Water-Courses, Fishings, Ponds, Fairs, Markets, Tolls, Courts, and the Profits of Courts, Privileges, Royalties, Liberties, Franchises, Jurisdictions, Profits, Commodities, Advantages, Emoluments, Hereditaments, and Appurtenances whatsoever to the said Manors or Lordships, or reputed Manors or Lordships, Manor House, Bartons, Lands, Tenements, Hereditaments, and Premisses, or any of them, belonging, or in any wise appertaining, or therewith or with any Part or Parcel thereof, usually held, occupied, possessed or enjoyed, or accepted, reputed, taken, deemed, or known as Part, Parcel, or Member thereof, or as thereunto belonging; and all other the Manors or Lordships, or reputed Manors or Lordships, Bartons, Lands, Tenements, and Hereditaments whatsoever, late of him the said *Thomas* late Earl of *Londonderry*, situate, lying, and being, or to be had and taken within the several Places, Villages, and Parishes of *Souldon*, alias *Soldon*, *Burscott*, *Arscott*, *Chastye*, *Retherdon*, *Bodmanstreet*, *Sim'one*, *Scodon*, *Uxworthy*, *Hardwyke*, *Gervys*, *Voldon*, *Fetherland*, *Southcombe*, *Scambery*, alias *Scambury*, *Manworthy*, *Crambery*, *Merefied*, *Molton*, *Crofton*, *Holesworthy*, *Pancras-week*, *Sutcombe*, *Bradworthy*, *Bradford*, *Milton*, *Damerel*, *Roborough*, *Allington*, *Bucklandbrewer*, and *Parkham*, or any or either of them, or any other Places, Villages, or Parishes, Place, Village, or Parish near adjoining to them, or any of them, in the said County of *Devon*; and all that the Manor or Lordship of *Coombe*

Coombe Biffet, with its Rights, Members, and Appurtenances, situate and being in *Coombe Biffet*, in the said County of *Wilts*, or by what other Name or Names the same now is, or are, or at any Time heretofore was or were called; and all that Farm and Demesnes in *Coombe Biffet* aforesaid, together with all Houses, Outhouses, Edifices, Buildings, Barns, Stables, Orchards, Meadows, Pastures, Feedings, and Arable Lands to the said Farm belonging, or in any wise appertaining, or to or with the same, now, or late, or heretofore held, used, occupied or enjoyed, or accepted, reputed, deemed, taken or known, as Part, Parcel, or Member thereof, or heretofore in the Occupation of *John Hibbard* the Younger, his Assignee or Assigns, and now in the Possession or Occupation of the said *Philip Earl Stanhope*, his Tenants or Assigns; and all and singular the Messuages, Cottages, Houses, Outhouses, Buildings, Barns, Stables, Tofts, Mills, Dovecotes, Lands, Tenements, Meadows, Leasows, Pastures, Feedings, Sheep-downs, Sheep-walks, Commons, Common of Pasture, Woods, Under-woods, Waters, Fishings, Flood-gates, Royalties, Liberties, Franchises, Profits, Commodities, Rents, Reversions, Services, Hereditaments and Appurtenances whatsoever to the said last mentioned Manor, or Lordship, and Premises, or to any of them, or to any Part of them belonging, or in any wise appertaining, or therewith now or heretofore held, used, occupied or enjoyed, or accepted, reputed, or taken as Part, Parcel, or Member thereof; and all other the Messuages, Lands, Tenements and Hereditaments whatsoever, late of him the said *Thomas* late Earl of *Londonderry*, situate and being in *Coombe Biffet* aforesaid, in the said County of *Wilts*; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Manors or Lordships, or reputed Manors or Lordships, Hereditaments and Premises, and of every Part thereof, (subject nevertheless to, and chargeable with the Payment of the said several Sums of Two thousand Pounds, and One thousand Pounds, and the Interest thereof, thereupon secured as aforesaid, and without Prejudice thereto) shall from and immediately after the passing of this Act be settled upon, and vested in, AND the same are hereby settled upon, and vested in the Right Honourable *Robert Lord Romney*, Baron of *Romney* in the County of *Kent*, and the Right Honourable *Matthew Lord Fortescue*, Baron *Fortescue of Castle Hill*, in the County of *Devon*, their Heirs and Assigns, to the Use of them the said *Robert Lord Romney*, and *Matthew Lord Fortescue*, their Heirs and Assigns for ever, freed and discharged, and absolutely acquitted, exempted and exonerated of, from and against all and every the Uses, Trusts, Estates, Limitations and Powers in,

in, and by the said Will of the said *Thomas* late Earl of *Londonderry* devised, limited, created or declared of and concerning the same, but nevertheless upon the Trusts, and to and for the Ends, Intents and Purposes hereinafter expressed and declared, of, and concerning the same, that is to say, UPON TRUST, AND TO THE INTENT, that they the said *Robert Lord Romney*, and *Matthew Lord Fortescue*, and the Survivor of them, or the Heirs of such Survivor, do and shall with all convenient Speed, sell and dispose of the Fee-simple and Inheritance of the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises herein before vested in them the said *Robert Lord Romney*, and *Matthew Lord Fortescue*, and their Heirs as aforesaid, or so much, and such Part and Parts thereof as shall be sufficient for the Purposes herein after mentioned, unto such Person, or Persons as shall be willing to become the Purchasor, or Purchasors thereof, or of any Part thereof respectively, for the most Money, and best Price and Prices, that they can reasonably get for the same, and do and shall pay, apply and dispose of the Money arising by such Sale, or Sales, in Manner and for the Purposes herein after mentioned, that is to say, In the first Place, shall and do, out of the Money which shall arise by Sale of the said Hereditaments and Premises, in the County of *Devon*, pay, satisfy and discharge the said Sum of Two thousand Pounds, and Interest, to which the same are subject as aforesaid, and which is now due to *Edward Chute*, of the City of *Exeter*, Esq; and shall and do, out of the Money which shall arise by Sale of the said Hereditaments, and Premises in the said County of *Wilts*, in the first Place, satisfy, pay, and discharge the said Sum of One thousand Pounds, and Interest to which the same are subject as aforesaid, and which is now due to *Joshua Peele*, of *Symond's-Inn*, in the County of *Middlesex*, Gent. and also upon Trust, that they the said *Robert Lord Romney*, and *Matthew Lord Fortescue*, or the Survivor of them, or the Heirs of such Survivor, shall and do, in the next Place, pay, apply, and dispose of the Residue of the Money arising by such Sale or Sales of all the said Hereditaments and Premises in the said Counties of *Devon*, and *Wilts*, in Payment of a Moiety, or half Part of the Charges and Expences incident to, and attending the obtaining and passing this Act, (the other Moiety, or half Part thereof, being to be paid by the said *Thomas Pitt*, pursuant to the said Articles of Agreement;) and afterwards in paying, satisfying, and discharging the said Sum of Six hundred and Seventy-one Pounds Fourteen Shillings and Eleven-pence Half-penny to the said Lady *Lucy Meyrick*, her Executors, Administrators or Assigns; and the said Sum of One thousand One hundred and Ninety-five Pounds Four Shillings and

and Two-pence Half-penny to the said *Thomas Pitt*, or his Heirs, for and in respect of the said Sums of Three thousand Nine hundred Pounds, and Four thousand Four hundred and Twenty-three Pounds Nine Shillings and Three-pence so remaining due to them respectively as aforesaid ; and also in Payment of the Sum of Three hundred Pounds to the said *Thomas Pitt*, which with the said Sum of Six hundred and Eighty-eight Pounds Eighteen Shillings and Eleven-pence, Cash in the Bank so paid to him as aforesaid, was by him agreed to be accepted, And it is hereby Enacted and Declared, That the same shall be in Lieu, and in full Satisfaction and Discharge of all Interest for the said Sum of Four thousand Four hundred and Twenty-three Pounds Nine Shillings and Three-pence as aforesaid ; And also upon further Trust, that they the said *Robert Lord Romney* and *Matthew Lord Fortescue*, or the Survivor of them, or the Heirs of such Survivor, shall and do pay, apply, and dispose of the Residue of the Money which shall arise by such Sale or Sales in or towards the Payment, Satisfaction, and Discharge of the said Sum of Twelve thousand Six hundred and Seventy-one Pounds Four Shillings and Eight-pence in Manner following, (that is to say,) the Sum of One thousand Pounds, Part of the said Sum of Twelve thousand Six hundred and Seventy-one Pounds Four Shillings and Eight-pence, to the said Lady *Lucy Meyrick*, in the first Place in Lieu, Satisfaction, and Discharge of the Proportion of her said Portion of Five thousand Pounds (which she is intitled to under the said Articles of Agreement, bearing Date the Ninth Day of *March*, One thousand Seven hundred and Sixteen, herein before mentioned or referred to) and which is to be borne and paid out of the said Sum of Twelve thousand Six hundred and Seventy-one Pounds Four Shillings and Eight-pence, or the Lands to be purchased therewith, pursuant to the said last mentioned Articles and Decree herein before mentioned, or referred to, and the Sum of Eleven thousand Six hundred and Seventy-one Pounds Four Shillings and Eight-pence ; other Part and Residue of the said Sum of Twelve thousand Six hundred and Seventy-one Pounds Four Shillings and Eight-pence, unto the said *Thomas Pitt*, or his Heirs, in Lieu, Compensation and Satisfaction of and for the absolute Estate of Inheritance in Fee-simple, to which he or they would be intitled to have or claim in the Lands to be purchased therewith, by Virtue of or under the said Articles of Agreement, so bearing Date the Ninth Day of *March* One thousand Seven hundred and Sixteen, as aforesaid.

Provided always, and it is hereby Enacted and Declared, That in Case the Money arising by such Sale or Sales as aforesaid, shall be more than sufficient to answer and pay the several Sums of Money herein before directed to be paid thereout, then and in such Case it shall, and may be lawful to and for the said *Robert Lord Romney and Matthew Lord Fortescue*, and the Survivor of them, or the Heirs of such Survivor, and he and they is and are hereby directed to lay out, apply, and dispose of all such Residue or Surplus of the Money arising by such Sale or Sales which shall remain after, and shall not be applied in or for the Payment of the said several Sums of Money hereby directed to be paid thereout as aforesaid, and of such Costs, Charges and Ex-pences as aforesaid, in the Purchase of Messuages, Lands, Tenements and Hereditaments in that Part of *Great Britain* called *England*, in Fee-simple in Possession; and shall immediately after such Purchase thereof respectively settle, convey, and assure the Lands, Tenements and Hereditaments so to be purchased to, for, upon, and subject to such and so many of the Uses, Trusts, Powers, Provisoes and Limitations in and by the said Will of the said *Thomas late Earl of Londonderry*, limited, created and declared, of and concerning the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises hereby vested in them, in Trust to be sold as aforesaid, as shall be then existing, undetermined, or capable of taking Effect.

Provided always, and it is hereby Enacted and Declared, That in Case at the Time of the Sale or Sales of the Premises hereby vested and directed to be sold, and after Payment of such Sum and Sums of Money hereby directed to be paid out of the Money arising by such Sale or Sales, such Purchase so directed to be made, with the Residue or Surplus of the Money arising by such Sale or Sales, cannot be had or made in pursuance of this Act for the Purposes aforesaid; then and in such Case the said *Robert Lord Romney and Matthew Lord Fortescue*, or the Survivor of them, or the Heirs of such Survivor, shall pay, or cause to be paid such Residue, or Surplus into the Bank of *England*, in the Name, and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there *ex parte*, the said *Philip Earl Stanhope*, or such other Person or Persons, as for the Time being, by Virtue of the Limitations contained in the said Will of the said *Thomas late Earl of Londonderry*,

derry, would be intitled to an Estate of Freehold or Inheritance, of and in the Lands and Hereditaments so directed to be purchased, in Case such Purchase and Settlement as herein last before is mentioned were actually made, pursuant to the Method prescribed by the Act of the Twelfth Year of his late Majesty King *George* the First, Chapter the Thirty-second, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of his late Majesty King *George* the Second, Chapter the Twenty-fourth; and the said Monies shall there remain until some proper Purchase or Purchases shall be found and approved of, pursuant to, and for the Purposes of this Act, and that after such Purchase shall be made, the said Money so paid into the Bank, in the Name, and with the Privity of the said Accountant General as aforesaid, shall, upon a Petition to be preferred to the said Court of Chancery in a Summary Way, at the Expence of the said *Philip Earl Stanhope*, or of the Person or Persons so intitled to the next Estate of Freehold or Inheritance as aforesaid, be ordered to be paid out of the Bank, for the compleating such Purchase or Purchases, in such Manner as the said Court shall think just, and direct.

And it is hereby further Enacted and Declared by the Authority aforesaid, That in the mean Time, and until such Sale or Sales shall be made in pursuance of this Act as aforesaid, the said *Robert Lord Romney* and *Matthew Lord Fortescue*, and the Survivor of them, and the Heirs of such Survivor, do and shall from Time to Time, by and out of the Rents, Issues and Profits of the Hereditaments and Premises hereby vested in them, in Trust to be sold, or of such Part thereof as shall from Time to Time remain unsold, pay and keep down the Interest due, and to accrue due upon or for the said Two several Principal Sums of Two thousand Pounds, and One thousand Pounds secured by the Mortgages herein before mentioned, and shall and do thereout, in the next Place, pay unto the said Lady *Lucy Meyrick*, her Executors, Administrators or Assigns yearly, and every Year, for and during so long Time and until the said Sum of One thousand Pounds shall be paid to her the said Lady *Lucy Meyrick*, her Executors, Administrators or Assigns, by equal Half-yearly Payments, upon the Eighth Day of *January*, and the Eighth Day of *July* in every Year, the yearly Sum of One hundred and Fifty Pounds, in Case the said *Frances Countess of Londonderry* shall so long live, and a Proportion thereof, home to the Day of the Death of the said *Frances Countess of Londonderry*: But in Case the

the said *Frances Countess of Londonderry* shall die in the mean Time, and before the said Sum of One thousand Pounds shall be paid to the said Lady *Lucy Meyrick* as aforesaid, then from and immediately after such her Decease, the said yearly Sum of One hundred and Fifty Pounds shall cease, and be no longer paid, and in Lieu thereof the yearly Sum of Forty Pounds, and no more, as and for the Interest of the said Sum of One thousand Pounds shall be paid by the said Trustees out of such Rents and Profits to the said Lady *Lucy Meyrick*, her Executors, Administrators and Assigns, for and during so long as and until the said Sum of One thousand Pounds shall be paid to her or them by the like equal Half yearly Payments; the first of such Payments of the said yearly Sum of Forty Pounds to be made at the End of Six Months next after the Death of the said *Frances Countess of Londonderry*, and continue to be paid at the End of every Six Months, and until Payment shall be made of the said Sum of One thousand Pounds to the said Lady *Lucy Meyrick*, her Executors, Administrators or Assigns, and then and from thenceforth to cease, and be no longer paid. And in Case the said Sum of Six hundred and Seventy-one Pounds Fourteen Shillings and Eleven-pence Half-penny, or any Part thereof, shall not be paid to the said Lady *Lucy Meyrick*, her Executors, Administrators or Assigns, out of the Money to arise by such Sale, or Sales as aforesaid, or by the said *Philip Earl Stanhope*, his Heirs, Executors, Administrators or Assigns, within Three Years from the Date of the said recited Articles of Agreement, then and in such Case the said *Robert Lord Romney* and *Matthew Lord Fortescue*, and the Survivor of them, and the Heirs of such Survivor, shall and do, by and out of the Rents and Profits of the said Hereditaments and Premises hereby vested in them as aforesaid, pay, or cause to be paid unto the said Lady *Lucy Meyrick*, her Executors, Administrators or Assigns, Interest for the said Sum of Six hundred and Seventy-one Pounds Fourteen Shillings and Eleven-pence Half-penny, or such Part thereof as shall be so then remaining unpaid, after the Rate of Four Pounds for each One hundred Pounds by the Year, according to, and in pursuance of the said Indorsement on the said Articles of Agreement; and that the said *Robert Lord Romney* and *Matthew Lord Fortescue*, and the Survivor of them, and the Heirs of such Survivor, do and shall permit and suffer the surplus Rents, Issues, and Profits of the Hereditaments and Premises hereby vested in them, in Trust to be sold as aforesaid, to be had, received and taken, by or for the Benefit of such Person or Persons as by Virtue of the Limitations contained
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in the said Will of the said *Thomas* late Earl of *Londonderry*, would have been intitled to, and ought to have received the same in Case this Act had not been made.

And it is hereby further Enacted and Declared, That they the said *Robert Lord Romney* and *Matthew Lord Fortescue*, and the Survivor of them, and the Heirs of such Survivor, shall stand and be seised of so much and such Part of the said Manors, Messuages, Lands, Tenements, Hereditaments, and Premisses, in the said Counties of *Devon* and *Wilts*, so hereby vested in them, the said *Robert Lord Romney* and *Matthew Lord Fortescue*, and their Heirs, in Trust to be sold as aforesaid, as shall remain unsold and undisposed of, for the Purposes aforesaid, Upon Trust, that they the said *Robert Lord Romney* and *Matthew Lord Fortescue*, and the Survivor of them, and the Heirs of such Survivor, do and shall effectually settle, convey and assure the said several Hereditaments and Premises to the Use of such Person and Persons, and for such Estate and Estates, and with such Remainders over, and for such Intents and Purposes, as in and by the last Will of the said *Thomas* late Earl of *Londonderry*, are limited, expressed, or declared, of and concerning the said several Manors, Lands, Hereditaments, and Premisses, hereby vested in Trust to be sold as aforesaid, or as near thereto as the Death of Parties, and other Contingencies will admit.

And for the promoting and facilitating the Sale of the said Manors, Hereditaments and Premisses, hereby vested in Trust to be sold, It is hereby further Enacted and Declared, That the Receipt or Receipts of the said *Robert Lord Romney* and *Matthew Lord Fortescue*, or the Survivor of them, or the Heirs of such Survivor, under their or his Hands or Hand respectively, shall be a sufficient Discharge to the Purchasor or Purchasers of the same Premisses respectively, for so much of the said Purchase Money as in such Receipt and Receipts respectively shall be acknowledged and expressed to be received, and that after such Receipt or Receipts, the Purchasor and Purchasers of the same Premisses, or any Part or Parts respectively, his, her, and their Heirs, Executors, Administrators, and Assigns respectively, shall be and are hereby absolutely acquitted, exonerated, and discharged of and from the same; and he, she, or they, or any of them, after such Receipt or Receipts, shall not be answerable or accountable for any Loss, Misapplication or Non-application of the said Purchase Money, or any Part thereof; and

also that the Purchasor or Purchasors of the said Manors, Hereditaments and Premisses, hereby vested in Trust to be sold as aforesaid, his, her, and their Heirs and Assigns respectively, shall, after Payment of such Purchase Money, hold and enjoy the said Manors, Hereditaments and Premisses, freed and discharged, and absolutely acquitted, exonerated and indemnified, of and from all and every the Uses, Trusts, Powers, Provisoes, Declarations and Limitations, in and by the said Will of the said *Thomas* late Earl of *Londonderry*, limited, created, and declared, of and concerning the same.

And it is hereby further Enacted and Declared, by the Authority aforesaid, That the said *Robert Lord Romney* and *Matthew Lord Fortescue* shall not, nor shall either of them, or the Heirs, Executors or Administrators of either of them, be answerable or accountable for any Money to be received by virtue of, or under the Trusts reposed in them by this present Act, any otherwise than each Person, for such Sum or Sums of Money as he shall respectively actually receive, and that no one of them shall be answerable or accountable for the Acts, Receipts, Neglects, or Defaults of the other of them, or for any Loss which shall happen by the Insolvency of any Banker with whom any of the Monies which shall come to his or their Hands, by virtue of the Trust reposed in them, by this Act, shall be deposited for safe Custody; and also that they the said *Robert Lord Romney* and *Matthew Lord Fortescue*, and their respective Heirs, Executors, and Administrators, shall and may, by and out of the Rents, Produce, and Profits of the Premisses, hereby vested in them as aforesaid, or out of the Money arising by such Sale or Sales as aforesaid, retain to and re-imburse themselves all Sum and Sums of Money, Fees, Salaries, and Allowances, which shall be proper and necessary to be paid or allowed to any Agent or Receiver, or other Persons that shall be necessarily employed in the Receipt of the Rents and Profits, and Management of the Trust Estates so vested in them as aforesaid; and also all Costs, Charges, and Expences, that they respectively shall or may sustain, or be put unto, in or about the Execution and Performance of the Trusts hereby in them reposed, or in any wise relating thereto.

Provided always, and it is hereby further Enacted and Declared, That in case the Money which shall arise by Sale of the said Estates, in the Counties of *Devon* and *Wilts*, shall not be sufficient to pay, satisfy and discharge the several Sums of Money herein

herein before directed to be paid thereout, then and in such Case nothing in this Act contained shall prejudice, impeach, invalidate, or defeat the Agreement so entered into, in and by the said Articles of the Twenty-first Day of *July*, One Thousand Seven Hundred and Seventy, and the several Indorsements thereon, as aforesaid, touching or concerning the raising the Deficiency, but that such Agreement shall remain valid and in full Force to all Intents and Purposes, any Thing in this Act contained to the contrary notwithstanding.

Saving always to the KING's Most Excellent *MAYESTY*, his Heirs and Successors, and the several Mortgagees and Incumbrancers of and upon the Premisses hereby respectively vested in Trust to be sold as aforesaid, or any Part thereof, in respect to their several Estates and Interests only, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her and their Heirs, Successors, Executors and Administrators, (other than and except the said Lady *Lucy Meyrick*, and *Thomas Pitt*, their respective Heirs, Executors, and Administrators; and the said *Philip Earl Stanhope*, and *Charles Lord Viscount Mabon*, his eldest and only Son, and the Heirs Male of the said *Charles Lord Viscount Mabon*, and also the second and every other Son and Sons of the Body of the said *Philip Earl Stanhope*, and the Heirs Male of the several and respective Bodies of such Son and Sons, and also the Trustees named in the said Will of the said *Thomas late Earl of Londonderry*, to preserve the contingent Remainders, and all and every other Person and Persons having or claiming any Use, Trust, Estate or Interest, under or by virtue of the said last Will of the said *Thomas late Earl of Londonderry*, deceased) all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever, of, in, to, or out of the said Manors, Mesuages Lands, Tenements, Hereditaments, and Premisses, vested and limited, or mentioned to be vested and limited by this Act, as they, every, or any of them had before the passing this Act, or could or might have had, held or enjoyed, or been intitled to in case this Act had not been made.

A N

A C T

For rendering valid and effectual, certain
Articles of Agreement bearing Date
the Twenty-first Day of July One
thousand Seven hundred and Seventy,
made between *Frances Countess Dow-*
ger of Londonderry, Philip Earl Stan-
hope and others, and for vesting several
Manors, Lands and Hereditaments in
the Counties of Devon and Wilts, in
Trustees for the Purposes in the A&T
mentioned.

11 George III.

[1771]